

WHEN RECORDED RETURN TO:
City of Sunnyvale
P.O. Box 3707
Sunnyvale, CA 94088-3707
ATTN: Real Property Manager

The undersigned hereby declare this instrument
to be **EXEMPT FROM RECORDING FEES**
(Govt. Code §§ 6103 & 27383) and Documentary
Transfer Tax (Revenue and Taxation Code § 11922).

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE AND COVENANT RELATED TO PRIVATE CONSTRUCTION OVER PUBLIC RIGHT OF WAY
(insert parcel number, address of property)

THIS NOTICE AND COVENANT is made this ____ day of _____, 200_, by the Owners (hereafter collectively referred to as the "Undersigned") of that parcel of real property commonly described as (insert address), and more particularly described in Exhibit "A" ("the Property"), attached hereto and made a part hereof.

WHEREAS, the Undersigned are the Owners of the Property which is burdened by a public right-of-way held by the City of Sunnyvale, a municipal corporation ("City"); and

WHEREAS, the Undersigned have requested permission to **[fill in what they want to do]**; and

WHEREAS, the City has granted the Undersigned permission to encroach upon the public right-of-way upon the following terms:

The Undersigned do hereby express and declare that the following covenants shall run with the land and be binding upon themselves, their heirs, successors in interest and assigns, and any and all future purchasers or persons, howsoever interested in the Property.

1. In consideration for permission granted to the Undersigned by the City to retain, maintain and /or construct improvements upon the Property, in, on, under, over, along, and across the public right-of-way ("the ROW"), described as:

the Undersigned agree to permit City, its officers, employees and agents to enter upon the Property at any and every place therein for the purpose of repair, maintenance or replacement of the public facilities on or in the ROW and hereby expressly waive any and all claims for damages or liabilities in connection with City maintenance and use of the ROW.

2. The Undersigned hereby acknowledge the existence of the ROW and assume the risk of building over it, and agree to defend, indemnify and hold harmless City, its City Council, its officers, employees and/or

agents from and against any claim, damage or demand made by any person in connection with the construction or maintenance of the improvements in, on, under, over, along, and across the ROW.

3. The Undersigned agree to reimburse City upon written demand for any damages caused to City-owned facilities by virtue of construction of the improvements within the ROW within sixty (60) calendar days of the demand. The Undersigned further agree that in the event the City does not receive payment within sixty (60) days, the City may place a lien upon the Property for the amount owed, plus interest.
4. The Undersigned agree to remove at their sole cost and expense, on demand of City, the improvements or any portion thereof which prohibits or interferes with the City's ability to maintain, repair, or replace its facilities located in the ROW, and if Undersigned fail to so remove the improvements upon demand of City, City shall remove or cause such to be removed and bill the Undersigned. The Undersigned agree to pay City within sixty (60) calendar days of receipt of the bill. The Undersigned further agree that in the event the City does not receive payment within sixty (60) days, the City may place a lien upon the Property for the amount owed, plus interest.

Executed this _____ day of _____, 200__.

Insert signature lines as necessary

STATE OF CALIFORNIA
COUNTY OF _____

On _____, 200 , before me, the undersigned, a Notary Public in and for said state, personally appeared _____, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the persons, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public, State of California